



STATE OF TENNESSEE
Tennessee Regulatory Authority

REQUEST FOR PROPOSALS
FOR
Operation of the Tennessee Relay Center

RFP Number: 316.11002

CONTENTS

Section 1	Introduction
Section 2	RFP Schedule of Events
Section 3	General Requirements and Information
Section 4	Special Requirements
Section 5	Proposal Format and Content
Section 6	Evaluation and Contract Award
Section 7	Standard Contract Information
Section 8	<i>Pro Forma</i> Contract
Attachments	9.1 Certification of Compliance
	9.2 Cost Proposal Format
	9.3 Proposal Requirements Checklist
	9.4 Technical Proposal Evaluation Format
	9.5 Cost Proposal Evaluation Format
	9.6 Proposal Score Summary Matrix
	9.7 Sample Evaluation Notice
	9.8 Service Provider Registry System Requirements
	9.9 Performance Bond
	9.10 Proposal Financial Resources Documentation

1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Tennessee Regulatory Authority, hereinafter referred to as the State, intends to secure a Contract for the operations of the Tennessee Relay Center (hereinafter referred to as the TRC).

The TRC is a specialized telecommunications operator service that facilitates communications between persons who are communicatively disabled and those who may or may not have such disabilities. The TRC provides "telephone transmission services that provide the ability for an individual who has a hearing or speech impairment to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing impairment or speech impairment to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a, [but is not limited to], TDD (text telephone device) or other non-voice terminal device and an individual who does not use such a device."¹

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section Eight of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

1.3 Contract Duration

The State intends to enter into a contract with an effective period of September 25, 2001 through September 24, 2006.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

¹ 47 U.S.C. § 225(a)(3); 47 C.F.R. § 64.601(7).

The following information should be included in the *Letter of Intent to Propose*:

Vendor Name

Name and Title of Vendor Main Contact

Address, Telephone Number, and Facsimile Number of Vendor Main Contact

Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose* by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Mr. David Waddell, Executive Secretary

460 James Robertson Parkway, Nashville, TN 37243-0505

615-741-3939, extension 142

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	March 30, 2001	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	April 6, 2001	
3	Pre-proposal Conference	NONE	
4	Deadline for <i>Letter of Intent to Propose</i>	April 19, 2001	
5	Deadline for Written Comments	April 23, 2001	
6	State Issues Responses to Written Comments	May 2, 2001	
7	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	May 11, 2001	2 p.m.
8	State Completes Technical Evaluations	May 21, 2001	2 p.m.
9	State Opens Cost Proposal	May 21, 2001	3 p.m.
10	State Completes Cost Evaluations	May 29, 2001	
11	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	June 15, 2001	9:00 a.m.
12	Conclusion of Contract Negotiation, and Contract Signing	June 29, 2001	
13	Anticipated Contract Start Date	September 25, 2001	
14	Deadline for Performance Bond (failure to submit the performance bond as required shall result in contract termination)	July 16, 2001	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Vivian Michael-Wilhoite
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505
800-342-8359 extension 157
615-741-8953 (facsimile)

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

3.2 RFP Number

The State has assigned the following RFP identification number -- it should be referenced in all communications regarding the RFP:

RFP-316.11002

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a proposer relies on said factual information it should either: (1) independently verify the information, or (2) obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and eight (8) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-316.11002 -- Do Not Open”

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-316.11002 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All proposals must be submitted to the RFP Coordinator at:

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the state determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (*i.e.*, as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action stated above (see 3.16.1, 3.16.2, and 3.16.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary,

applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with **Tennessee Code Annotated**, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the State as a result of the participation of multiple entities.

- 4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.
- 4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.
- 4.1.3 The proposal transmittal letter must be signed by all principals and include all required information.

4.2 Location and Work Space

The work under this RFP is to be performed, completed, and managed at Contractor's address in Tennessee. The State shall not provide work-space for the Contractor.

4.3 Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of two hundred thousand dollars (\$200,000).

The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (as detailed by Attachment 9.9 of this RFP) and provide it to the State no later than July 16, 2001. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of two hundred thousand dollars (\$200,000), may be substituted if approved by the State prior to its submittal.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience;

- IV. Technical Approach; and,
- V. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Vendor Tax Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications -- Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section Eight of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

5.2.2.2 written certification and assurance of the Proposer's compliance with:

- the laws of the State of Tennessee;
- Title VI of the federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and

5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000).

5.2.2.4 written confirmation that the proposer will provide a performance bond in accordance with the requirements of the RFP.

5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

5.2.3.2 a brief description of the Proposer's background and organizational history.

- 5.2.3.3 years in business.
- 5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.
- 5.2.3.5 location of offices.
- 5.2.3.6 a description of the Proposer organization's number of employees, longevity, client base.
- 5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details).
- 5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*).
- 5.2.3.9 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details.
- 5.2.3.10 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- 5.2.3.11 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- 5.2.3.12 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP — it should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
- 5.2.3.13 a narrative description of the proposed project team, its members, and organizational structure.
- 5.2.3.14 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract -- the roster should include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.
- 5.2.3.15 a list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five year period -- the listing should include:
 - the contract number;
 - the contract term; and
 - the procuring state agency for each reference.
- 5.2.3.16 customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects -- for each reference, include:

- the company name and business address;
- the name, title, and telephone number of the company contact knowledgeable about the project work; and
- a brief description of the service provided and the period of service.

- 5.2.4 Technical Approach -- The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:
- 5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the State's requirements and project schedule.
- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule. Included in the description of the Project Approach, the bidder shall provide a description of the facilities to be utilized to provide the service. This description shall include the number of and proposed location of relay center(s), type of office and telecommunications equipment to be utilized at the center, back-up emergency power sources and locations, and any other necessary equipment.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.
- 5.2.4.4 The relay center(s) shall be physically located in the State of Tennessee. However, to save costs, any Proposer may shift off-peak calls to another state center as is being done in Tennessee at the present time. A description of the method of relay call transfer to another state center during off-peak hours including the identification of the time of day when calls may be transferred shall be described in the Technical Approach of the Proposal.
- 5.2.4.5 Proposers must provide a description of the telecommunications trunks, switched, cables or lines to be connected to the relay center including their proposed location shall be provided. A design or diagram to illustrate the network configuration to be used to provide TRC including the way callers will access the service and the way the provider will process the traffic. The Proposer must explain and illustrate how it will satisfy the FCC requirement of access to the interexchange carriers (IXCs) of choice. In addition, the routing of off-peak traffic, if included, in the proposal should be explained.
- 5.2.4.6 Proposers must describe hiring and training procedures for Communications Assistant (CA) (how they are to be selected, screened and trained). The procedures to be utilized to assure objectivity, sensitivity to the communicatively disabled, and the confidentiality necessary to properly relay calls. The bidder shall specify corporate-discipline procedures that shall assure CA standards are maintained. The bidder shall describe how many CAs will work under each supervisor in Tennessee and at what call volumes the number of supervisors and CAs would change.

- 5.2.4.7 Proposers must provide a complete description of how the end users and provider compensation billing records will be created and maintained, how TRC usage reports and consumer complaint reports will be created, and how annual and monthly reports required by this RFP will be prepared. A sample fictitious report each type of information requested as described herein may be submitted in lieu of generalization descriptions.
- 5.2.4.8 Proposers must submit a description of plans for future advertising, promotion, and outreach of the TRC. This plan may include media strategy, sample materials, and any information deemed pertinent by the Proposer.
- 5.2.5 Detailed Documentation of Proposer Financial Resources -- documentation of sufficient financial strength and resources to provide the scope of services to the state in the volume projected and within the time frames required; said documentation shall include:
- 5.2.5.1 the most recent independent audited financial statements for a fiscal year ended within the last 48 months;
- 5.2.5.2 the following information detailed as dollar amounts itemized with page references to the independent audited financial statements provided where the amounts may be confirmed (complete Attachment 9.10):
- current assets
 - fixed assets;
 - cash;
 - inventories;
 - current liabilities; and
 - long-term debt;
- 5.2.5.3 a statement as to whether the audited financial statements provided, indicate a going concern disclosure, and if so, an explanation of the going concern disclosure; and,
- 5.2.5.4 documentation regarding whether and to what extent there is a positive cash flow from operating activities for the proposer's current operating period.

5.3 Cost Proposal

- 5.3.1 The Cost Proposal shall be submitted to the State as a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Proposer must quote its lowest and final offer concerning its unit rate cost per minute for the operations of the TRC for the duration of the Contract.
- 5.3.4 The Cost Proposal shall specifically record the exact cost amount proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

- 5.3.5 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amount proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.
- 5.3.6 The proposer must sign and date the Cost Proposal.

6.1 Proposal Evaluation Categories and Weights

The categories that shall be considered in the evaluation of proposals are Qualifications, Experience, Technical Approach, and Cost. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded to a proposal:

General Proposer Qualifications and Experience: **45** (maximum points possible)

Technical Approach: **25** (maximum points possible)

Cost Proposal: **30** (maximum points possible)

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- 1) if it meets requirements for further evaluation;
- 2) if the State shall request clarification(s) or correction(s); or
- 3) if the State shall determine the proposal nonresponsive and reject it.

(See Attachment 9.3, Basic Proposal Requirements Checklist).

6.2.4 The Chief Financial Officer of the TRA in consultation with the Department of Finance and Administration, shall provide an analysis of each proposer's detailed documentation of financial resources. The analysis may include where appropriate (but not be limited to) an examination of the Current Ratio, Quick or Acid Test Ratio; Cash Ratio, Gross Working Capital to Total Assets Ratio, Net Working Capital to Total Assets Ratio, and Debt to Worth Ratio. The analysis shall result in a clear, written determination provided to the RFP Coordinator regarding whether each proposer's detailed documentation of financial resources indicated apparent financial strength, stability, and resources to provide the subject scope of services as required.

If a proposer's detailed documentation of financial resources is not clearly determined to

indicate apparent financial strength and resources to provide the subject scope of services as required, the Proposal Evaluation Team shall review the proposal to determine:

- 1) if the State shall request clarification(s) or correction(s); or
- 2) if the State shall determine the proposal nonresponsive and reject it.

- 6.2.5 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (See Attachment 9.4, Technical Proposal Evaluation Format).
- 6.2.6 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.7 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.
- 6.2.8 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal. (See Attachment 9.5, Cost Proposal Evaluation Format).

The Cost Evaluation scores shall be based on the amount indicated in the Cost Proposal. The amount shall be used in the following formula to determine the points a Proposer shall receive for the Cost Proposal:

Lowest Unit Rate Cost Proposal x Maximum Cost Points = Points for Proposal Being Evaluated
Unit Rate Cost Proposal Being Evaluated

- 6.2.9 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (See Attachment 9.6, Proposal Score Summary Matrix).
- 6.2.10 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).

6.3 Contract Award Process

- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the heads of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the heads of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall

not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (See Attachment 9.7 for a sample notice).

- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section Eight of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.7 Contractor Registration ³/₄ Proposers need not be registered with the state to make a proposal. However, all service providers to whom the state of Tennessee makes a contract award should be registered as required by the Department of Finance and Administration prior to Contract Award. (Refer to Attachment 9.8 for additional details).

If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within fourteen (14) days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

- 6.3.8 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7.1 Contract Approval

The RFP and the contractor selection processes do **not** obligate the State and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence **only** after the contract is signed by the Contractor and the heads of the procuring agency **and** after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work

must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

8 *PRO FORMA CONTRACT*

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
[STATE AGENCY NAME]
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Tennessee Regulatory Authority, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of relay services and the operation of the Tennessee Relay Center(TRC), as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

A.1. TYPE OF CALLS

A.1.1 Intrastate and Interstate calling.

The TRC shall be established to provide access for the communicatively disabled to the intrastate telecommunications network which is functionally equivalent to that enjoyed by individuals who are not disabled. The communicatively disabled caller had, until the establishment of the Tennessee Relay Center, been restricted to communicating over the telephone network with only those individuals who had specialized equipment such as TDDs, TTYs or personal computers(PC). TRC provides telecommunication access to and from the communicatively disabled without the need for the non-disabled to utilize anything other than a telephone.

To access the TRC, 711 abbreviated dialing in addition to one or more toll-free numbers shall be provided. These toll-free numbers shall be universally available and shall be uniform throughout the state.

TRC in Tennessee shall be designed to only accept calls that originate from or terminate at TDDs, TTYs, PCs, or any other automated equipment used to facilitate telecommunications service for the communicatively disabled. Such calls shall both originate and terminate within the state. The TRC shall be capable of accepting calls placed across a state line which, if the relay center were not utilized, would be considered local intrastate calls. Individuals with communication disabilities subscribing to Tennessee intrastate service should be able to call or be called by any business or residence that has standard telephone service in Tennessee.

The intrastate relay system will not be required by this RFP to provide interstate calling. However, the intrastate TRC must be capable of accommodating any interstate TRC that may be authorized or funded through the federal jurisdiction. If the selected Contractor elects to

provide interstate relay calls, these calls must be accounted for separately from intrastate calls and shall not be billed pursuant to any contract issued as a result of this bid process.

A.1.2 Voice and Hearing Carry-Over.

The TRC must accept calls from a voice-capable caller who is hearing-disabled and permit this caller to speak his or her own message directly to a call recipient who is hearing capable without such transmission being processed by the relay Communications Assistant (CA). Similarly, the TRC must accept calls from a hearing capable caller who is speech-disabled and permit this caller to receive the transmission directly from the other party without any intervention from the CA. These services are known as voice carryover (VCO) and hearing carryover (HCO), respectively.

A.1.3 Speech-to-Speech Relay.

The TRC shall provide speech-to-speech (STS) relay services for those callers who are speech-disabled. STS calls must be handled by a relay CA who has been specially trained to understand the speech patterns of callers with speech disabilities and can communicate the caller's message.

A.1.4 Spanish and Other Non-English Relay.

The TRC shall provide intrastate and interstate Spanish Relay Services. The TRC shall also provide other non-English relay services as directed by the TRA or based on changes in the State's demographics which warrants the availability of such service.

A.1.5 Directory Assistance Calls.

The TRC will provide directory assistance without charge, unless otherwise ordered by the TRA.

A.1.6 Emergency Calls.

The TRC shall accept emergency calls and shall be capable of switching such calls to local emergency numbers although this service will not be recommended or promoted as a replacement of the dialing of local emergency numbers (E-911) which are equipped to handle TDD calls. Relay center callers should be discouraged from utilizing the Tennessee relay system as an emergency response service.

The TRC, when handling incoming calls made to E-911, must have a system that would automatically and immediately transfer the caller to the nearest Public Safety Answering Point (PSAP). If the caller disconnects before being connected to E-911 services, the CA handling the call must orally provide the telephone number of the caller to E-911 officials.

A.2 Access to Relay Center.

Access to the TRC, through the abbreviated dialing pf 711 shall be provided. In addition to the provision of 711, one or more toll-free numbers shall be provided. 711 abbreviated dialing shall not replace emergency 911. The toll-free numbers shall be universally available and shall be uniform throughout the state.

While the Contractor is not restricted to utilizing only one toll-free number for the relay center, the State urges the Contractor to propose as few numbers as possible for access to the center to eliminate confusion and to promote easy and frequent utilization of the center.

A.3 Relay Call Limitations.

The TRC must be capable of handling any call normally provided by common carriers. Only those calls that are incapable of relay due to lack of existing technology are exempt for handling by the TRC. However, where possible, the Contractor must establish a future handling date to provide relay for such calls when technology becomes available. Contractors in their proposals shall identify those calls, in particular, types of calls that are incapable of relay due to lack of existing technology. Only calls that are incapable of relay due to lack of existing technology may be so identified. Any submitted proposal shall explain the infallibility of handling these calls and shall, where possible, establish a future handling date. The State is committed to achieving full compliance with FCC requirements for all types of calls to be relayed and Contractors are required to adhere to these standards.

A.6 Special Calling Service.

The TRC shall provided its users with conference and three-way calling and other custom calling features as they become available in this state and to the extent technically feasible. Charges assessed to such TRC users shall not exceed the charges assessed by the dominate exchange company serving the exchange from which the calls is being placed. Additionally, charges for ancillary services not traditionally provided by the local exchange company, must not exceed the rates assessed to those persons without communication disabilities.

A.7 TRC Technical Service Standards.

- A.7.1 The TRC shall provide relay service for all exchanges 24 hours a day, every day, including holidays.
- A.7.2 There shall be not restrictions on duration or number of calls placed by callers through the relay center.
- A.7.3 The TRC shall be able to accept calls from all FCC type approved customer premise equipment (CPE) which uses either ASCII or BAUDOT formats.
- A.7.4 Transmission circuits shall meet or exceed interexchange performance standards for circuit loss and noise.
- A.7.5 The TRC shall have a sufficient number of CAs, circuit trunks and other facilities to achieve the standards of service required by this RFP.
- A.7.6 The TRC shall comply with all State rules and regulations pertaining to operator services, particularly the provisions of 1220-4-2.23, .24, .25, .26, .27, .28, .29(1) (2) (3), .30, .31, .33, .36, .39 and .41. (See Appendix B).
- A.7.7 The TRC must provide access to each user's interexchange carrier (IXC) of choice, and to all other operator service, to the same extent that such access is provided to voice users.
- A.7.8 The TRC must answer 90% of all calls within ten (10) seconds by any method to prevent the caller's call from being placed in a sequence "to be answered in the order received" or on-hold. The ten (10) seconds timing begins when the call reaches the network of the TRC.

- A.7.9 The TRC shall make available to CAs the use of a “hot key” to be used to alert the TRC user of the presence of a recorded or interactive message for the number called. The TRC shall be capable of allowing the CA to record interactive or recorded messages to be used in order to facilitate the existing call, for the length of the call only.
- A.7.10 The TRC shall be able to accommodate calls to pay-per-call services.
- A.7.11 To ensure service reliability, the TRC shall be equipped with a back-up service and power capability in accordance with the State rule mentioned above, including un-interruptible power sources for emergency use. In addition, the TRC shall have an emergency place of action for service disruption, (e.g., extraordinary weather occurrences or disasters, etc.).
- A.8 Turbo Code
- A.8.1 The TRC shall provide Turbo Code.
- A.9 TRC Operational Standards.
- A.9.1 The TRC shall employ a sufficient number of supervisory personnel to oversee CAs and to maintain required service levels. Such supervisors shall meet the same qualifications and have the same training as the CAs they supervise.
- A.9.2 CAs shall be subject to personality profiling and screening for suitability for the demands of relay work.
- A.9.3 CAs shall be trained in all aspects of hearing and speech disabilities, cultures and language including, but not limited to, American Sign Language (ASL), Standard English Translation, cued speech, finger spelling, manual English, speech-reading and speech-amplification as well as trained to be sensitive to the special needs of the communicatively disabled.
- A.9.4 CAs shall be capable of typing a minimum of 60 words per minute and be literate in grammar and spelling.
- A.9.5 CAs shall be tested to determine that the requisite proficiency and suitability have been achieved. Documentation of this testing shall be retained by the Contractor, and may be subject to audit.
- A.9.6 CAs shall be subject to ongoing training with respect to hearing impaired culture, language, and needs sensitively.
- A.9.7 CAs shall adhere to the following standards:
- A.9.7.1 CAs shall not intervene or interject personal comments, judgements, or additional information when relaying calls.
- A.9.7.2 CAs shall be as transparent as possible to the users of the TRC. They shall avoid use of the third person and shall not intentionally alter the content of the relay calls.
- A.9.7.3 CAs shall adhere to the Code of Ethics for Interpreters of the Deaf.
- A.9.7.4 CAs shall only leave messages with third parties when instructed to do so by the calling party.
- A.9.7.5 CAs shall relay all calls regardless of the obscene or illegal nature of the call.

A.9.7.6 CAs shall not discuss the contents of relayed calls, any caller identifying factors, calling points, or other information about relayed calls other than what is necessary to train other CAs. Such training shall never refer to specific individuals, places, or content that would disclose to a trainee, or other person confidential information.

A.9.7.7 All communications made by or to a person with a communications disability is a privileged communication and is not subject to disclosure in any court proceeding or otherwise pursuant to T.C.A. § 24-10210.

A.9.7.8 CAs shall disconnect promptly at the end of each call to avoid additional charges. Where a caller or called party refuses disconnection and/or is abusive or uncooperative, the TRC supervisor may intervene to handle the call.

A.9.7.9 CAs may deny completion of relay calls where credit authorization is denied or where a caller is extremely, abusive, harassing, and uncooperative with the CAs. The CA shall document such incidents with intervention, where necessary, by the supervisor.

A.9.7.10 CAs shall provide, when requested by the TRC user and where possible, CA genders at the beginning of the call and, at the time during the call when a transfer of CA is necessary.

A.9.7.11 CAs shall relay a call verbatim unless the relay user requests summarization or interpretation of an ASL call.

A.9.7.12 CAs answering and placing a TTY based relay call must stay with the call for a minimum of ten (10) minutes before being replaced by another CA. CAs answering and placing an STS call must stay with the call for a minimum of fifteen (15) minutes, before being replaced by another CA for the same call.

A.10 Customer Profile.

The TRC shall provide to STS users the option to maintain a customer profile list that includes the name and telephone numbers of frequently called individuals to be used to complete relay calls. Such information shall not be deemed customer proprietary network information under section 222 of the Communications Act and shall be transferred to the new Contractor from the previous Contractor if a change of Contractor occurs at the end of a contract period or any time during an existing contract.

A.11 Call Rating and Billing Requirements.

A.11.1 The calling or called parties using the TRC shall not be charged for calls originating and terminating within the same toll-free local calling area despite the fact that these calls may be routed through a relay center located outside the toll-free area.

A.11.2 The TRC shall not impose a charge for additional calls that must be made by the relay user to complete a call related to a recorded or interactive message.

A.11.3 All toll calls placed through the TRC shall be rated to the users of the service at the hearing-impaired discount rate applied by the State. These calls shall be rated as if the calls were placed between the originating and terminating call points instead of routed through the relay center. The timing of the call for billing purposes shall begin immediately upon pick-up at the called number. If a caller requests a person-to-person toll call, the timing begins only after the requested person has answered the call.

- A.11.4 Calls to 900, 976, or 900-like services or other pay-per-call services shall not be subject to the hearing impaired discount and the caller should be advised accordingly.
- A.11.5 Provider compensation billing submitted shall be based on the following assumptions. Any call which is answered by a live relay CA may count as one call for the provider compensation purpose regardless of whether the call is completed to the called party. Duration, for purposes of call measuring for provider compensation purposed, shall be from the time a live CA begins to relay a call including giving instructions on how to utilize the service until the call is terminated by the calling or called party, whichever comes first. The duration of all calls involving incomplete calls must be included in the bidder's calculations in determining average call duration. Calls shall be billed to the contractor on a per minute basis measured by the duration of the call.
- A.11.6 TRC shall include a method of providing sufficient billing and collection of information to allow calls to be billed accurately. The system must be capable of providing at a minimum, automatic number identification (ANI), the called number, the billing start and end time, and type of call, i.e., person-to-person, etc. The bidder shall not do any customer billing. Information local calls are to be retained by the bidder for service monitoring, auditing and contractor reporting purposes.
- A.11.7 The TRC shall forward a record of each billable call to the designated billing agent, i.e., LEC, IXC, etc. within 30 days of the date such service was supplied. The record must contain the telephone number or credit card number for all end user billable calls, i.e., local or toll; originating and terminating numbers; date of the call; start and end time of the call type (person to person), collect, etc; and preferred IXC for interlata calls.
- A.12 Federal Communication Commission (FCC) Compliant.
- A.12.1 Not limited to these rules in this Contract, the TRC must meet or exceed the FCC's mandatory minimum operational, technical and functional standards necessary to maintain state certification as indicated in CC Docket Number 98-67 et. Seq., and amended docket.
- A.13 Facility Requirement.
- The primary relay center facility shall be located in Tennessee. There may be one or more center locations so long as service quality levels are maintained uniformly throughout the state. The center shall have adequate equipment, furniture and facilities, either owned or leased, to provide TRC for all possible center call volumes. If the TRC is located in a facility offering other services, the relay service shall be isolated appropriately to assure confidentiality standards are upheld. The relay center must be ready for operation by or before September 25, 2001. Off-peak or holiday center traffic as well as some specialized services such as Speech to Speech, Spanish and other non-English relay services, may be handled at an out-of state center to cut down on the cost of the contractor. However, peak service shall be handled through the Tennessee center.
- A.14 Auditing Requirements
- A.14.1 The Contrator shall report monthly to the State on the service of the relay center. Such report shall include the following: total number of calls relayed in that month, show a breakdown of the number of calls initiated by non-impaired (voice) and hearing impaired parties handled through the TRC, the average duration of the call, the average speed of answer time, the daily average number of calls in queue, the blockage rate, the average length of time a call is in queue to be answered, and a summary of all relay complaints registered during that month.

A.14.2 The Contractor shall report annually to the State and/or fund administrator on the operations and traffic patterns of center. On the first day of October in each year after the contract is awarded, the Contractor shall submit its annual report to the State which shall include a summary of all charges to date submitted to the contractor for payment, the monthly call volume for that year for intrastate and interstate calls, the average call duration in each month, and the average monthly cost per call or minute. As a part of the report, the Contractor shall submit the number of personnel stationed in Tennessee and serving the center at that time.

A.15 Outreach and Consumer Related Activities.

A.15.1 The TRC Contractor shall work with the local exchange carriers of Tennessee to ensure that the LECs publish in their directories, provide periodically informational billing inserts, place instructions in their telephone directory of how to use the TRC, include the listing of TTY numbers toll-free numbers and instructions on 711 access in the directory and provide relay information thorough its directory assistance services.

A.15.2 The Contractor shall engage in outreach activities, promotional campaigns and other means of educating the public as to the benefits of TRC. The Contractor shall with the approval of the TRA and other appropriate officials, develop promotional materials, brochures and educational tools to explain TRC.

B. TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on September 25, 2001 and ending on September 24, 2006.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this contract as described in Section A. of this contract. The Contractor shall be compensated for providing the TRC under the terms and conditions established in this contract and at the rates detailed in Attachment A hereto. The TRA, or its designee, reserves the right to audit any and all financial and operational aspects of the TRC during the course of the contract.

The Contractor shall submit monthly invoices for the actual number of intrastate minutes processed through the TRC to the "Fund Administrator" designated by the TRA. Said invoices shall be submitted, in form and substance acceptable to the State and the Fund Administrator with all necessary supporting documentation, prior to any payment.

Such payments from the "Fund Administrator" shall constitute the entire compensation due the Contractor for service rendered pursuant to this Contract and all of the Contractor's obligation hereunder regardless of the difficulty, materials, hours worked, or materials or equipment required. The Unit Rates, detailed in Attachment A of this contract, include, but are not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor. The Unit Rates, detailed in Attachment A of

this contract, are firm for the duration of the contract and are not subject to increase for any reason unless amended.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon

reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Vivian Michael-Wilhoite
Tennessee Regulatory
460 James Robertson Parkway
Nashville, Tennessee 37243-0505
800-342-8359, extension 157 (Office) 615-741-8953 (Fax Number]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[NAME OF CONTRACTOR]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to two hundred thousand dollars (\$200,000), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

In lieu of a performance bond, an irrevocable letter of credit may be substituted as a surety deposit. The substitution of a performance bond with a surety deposit, as well as the form and substance of such a surety deposit, must be approved by the State prior to its submittal and may be rejected by the State at its sole discretion.

- E.8. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.10. Year 2000 Hold Harmless. As required by Tennessee Code Annotated, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

Tennessee Regulatory Authority:

Sara Kyle, Chairperson

Date

H. Lynn Greer, Jr., Director

Date

Malone J. Malone, Director

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel, PhD, Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

ATTACHMENT 9.1**Certification of Compliance****RFP # 316.11002**

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Proposer Signature and Date

ATTACHMENT 9.2**(Attachment A of the Pro-forma)****COST PROPOSAL FORMAT****RFP # 316.11002****NOTICE TO PROPOSER:**

This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

 Proposer Name

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP.

The cost pricing may be based on an average five-minute call. The cost pricing may assume a monthly call volume of at least 75,000 calls at the commencement of the contract. Appendix A is a historical review of TRC call volumes during year 2000. The unit cost per minute for the duration of the contract may be based upon an annual growth rate in calling volumes of 5,000 per year.

NOTE: The above information is not a guarantee by the State of the actual call volumes.

Proposed Unit Cost Per Minute for All Services:

Year 1	Year 2	Year 3	Year 4	Year 5
9/25/2001	9/25/2002	9/25/2003	9/25/2004	9/25/2005
9/24/2002	9/24/2003	9/24/2004	9/24/2005	9/24/2006
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

 Proposer Signature and Date

ATTACHMENT 9.3**BASIC PROPOSAL REQUIREMENTS CHECKLIST****RFP # 316.11002**

 Proposer Name

 RFP Coordinator

 Review Date

Proposals for which **ALL** applicable items are marked by the RFP Coordinator are determined to have basic requirements for responsive proposals.

The Proposal Evaluation Team must review any applicable items that are **not** marked to determine if:

- the proposal sufficiently meets basic requirements;
- the State shall request clarification(s) or correction(s); or,
- the State shall deem the proposal nonresponsive and reject it.

The Proposal Evaluation Team must attach a written determination for each applicable item that is **NOT** marked.

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Technical Proposal and Cost Proposal received on time at correct location.
<input type="checkbox"/>	2. Technical Proposal and Cost Proposal packaged separately and marked as required.
<input type="checkbox"/>	3. Required number of Technical Proposal copies received.
<input type="checkbox"/>	4. Proposal written in English.
<input type="checkbox"/>	5. The Proposal Transmittal Letter with the proposal offer is signed by a company officer empowered to bind the Proposer to the provisions of the RFP and any contract awarded thereunder.
<input type="checkbox"/>	6. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	7. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal (with SSN or Tax ID Number)
<input type="checkbox"/>	8. The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractor.
<input type="checkbox"/>	9. The Proposal Transmittal Letter states whether the firm or any individuals who shall work under the contract has a possible conflict of interest.
<input type="checkbox"/>	10. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the <i>pro</i>

	<i>forma contract.</i>
<input type="checkbox"/>	11. The Proposal attaches written certification and assurance of the Proposer's compliance with the laws of the State of Tennessee; Title VI of the federal Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Equal Employment Opportunity Act and regulations issued thereunder by the federal government; the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, the condition that that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. (Attachment 9.1)
<input type="checkbox"/>	12. The Proposal attaches required financial responsibility and financial stability documentation 1) current bank reference as required and 2) two credit references as required.
<input type="checkbox"/>	13. IF APPLICABLE — The Proposal attaches a valid certificate of liability insurance as required.
<input type="checkbox"/>	14. The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer's credentials.
<input type="checkbox"/>	15. The Proposer Qualifications and Experience section provides a brief description of the Proposer's background including an organizational history as required— including: 1) a statement as to whether the Proposer or any employees or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony (with explanation as required) 2) a statement as to whether there is any pending litigation against the Proposer (with attached counsel opinion as required) 3) a statement as to whether the Proposer has filed bankruptcy.
<input type="checkbox"/>	16. IF APPLICABLE — The Proposal attaches required detailed documentation of financial resources (audited financial statement and referenced financial resources data) as required

NOTE: In addition to the items on the checklist, the Proposal Evaluation Team will also evaluate compliance with other proposal requirements including, but not limited to:

NO cost data in the Technical Proposal;

NO alternate proposal submitted;

NO multiple proposals submitted in a different form;

NO restrictions of the rights of the State or other qualification of the proposal; and,

NO inappropriate conflicts of interest regarding the proposal or the subject procurement; as well as, response to and documentation as required by all other Proposal requirements.

ATTACHMENT 9.4

TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 316.11002

Proposer Name

Evaluator

Review Date

Proposal Evaluations Category • Items considered	score
<u>General Proposer Qualifications and Experience (Maximum 45 Points)</u> <ul style="list-style-type: none"> • Vendor credentials • Proposer's background including an organizational history • Whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony • Pending litigation against the Proposer • Bankruptcy or insolvency proceedings • Organizational chart highlighting key personnel assigned to accomplish the work called for in this RFP • Proposed project team, members, and organizational structure • Personnel roster and resumes of key people assigned to the proposed project • Current contractual relationships with the State of Tennessee or those completed within the previous five year period • Customer references for similar projects representing both the three largest accounts currently serviced by the vendor and three completed projects 	
<u>Technical Approach (Maximum 25 Points)</u> <ul style="list-style-type: none"> • Vendor's understanding of the requirements of the project and the project schedule • how the Proposer will complete the scope of services as required • how the Proposer will manage the project and ensure completion of the scope of services as required 	
technical proposal total score:	

ATTACHMENT 9.5

COST PROPOSAL EVALUATION FORMAT

RFP # 316.11002

Proposer Name

RFP Coordinator

Review Date

The RFP Coordinator shall use the following to calculate the Proposer's total proposed cost for purposes of evaluation.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
9/25/2001	9/25/2002	9/25/2003	9/25/2004	9/25/2005	
9/24/2002	9/24/2003	9/24/2004	9/24/2005	9/24/2006	
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The RFP Coordinator shall use the following matrix to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places). The matrix represents the formula:

Lowest Unit Rate Cost Proposal _____ x Maximum Cost Points = Points for Proposal Being Evaluated
Unit Rate Cost Proposal Being Evaluated

1	Lowest total proposed cost amount from <u>all</u> proposals:	
2	The total proposed cost for <u>this</u> proposal:	
3	The amount calculated by dividing the amount in row one (1) by the amount in row two above:	
4	The maximum number of points that shall be awarded for the Cost Proposal category:	30
5	The product calculated by multiplying the amount in row three above times the number in row four above:	

THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE

ATTACHMENT 9.6

PROPOSAL SCORE SUMMARY MATRIX
RFP # [NUMBER]

RFP COORDINATOR

COMPILATION DATE

QUALIFICATIONS AND EXPERIENCE (Maximum 45 Points)	[PROPOSER NAME]		[PROPOSER NAME]		[PROPOSER NAME]	
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
AVERAGE:						
TECHNICAL APPROACH (Maximum 25 Points)						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
AVERAGE:						

COST PROPOSAL (Maximum 30 Points)						
SCORE FOR COST:						
PROPOSAL SCORE (Maximum 100 Points)						
TOTAL SCORE:						

Note: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

ATTACHMENT 9.7**SAMPLE****EVALUATION NOTICE**

[AGENCY LETTERHEAD]

[DATE]

[NAME]

[COMPANY NAME]

[STREET ADDRESS]

[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number [NUMBER]. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]

ATTACHMENT 9.8

Service Provider Registry System Requirements

The *Service Provider Registry System* (SPRS) is being designed to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to important service provider information. The SPRS will provide support and information better enabling state agencies to succeed with competitive service procurements and achieve positive results by increasing the use of minority and small businesses and organizations.

No service provider or proposer will be disadvantaged by registration requirements. Although the service provider awarded a contract under this RFP should register through the SPRS (if not already registered), registration is NOT required to propose in response to this RFP. An unregistered service provider must simply file a completed registration with the Office of Contracts Review prior to the final approval of a contract with the provider.

NOTE:

SPRS registration information is provided here only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials.

SPRS registration information will not be considered in the evaluation process pursuant to this RFP. Proposals submitted in response to this RFP shall be evaluated only by means of the criteria and evaluation process set forth in this RFP.

Please direct all questions regarding the SPRS registration to:

Michelle Lane, *Service Provider Registry System* Coordinator
Department of Finance and Administration, Office of Contracts Review
Nashville, TN 37243-1700

(615) 741-8282

For more information, also visit the SPRS internet site at:

<http://www.state.tn.us/finance/rds/ocr/sprs.html>

ATTACHMENT 9.9

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principle for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

(RFP Number)

and further detailed in a written Contract bearing the Contract Number (assigned by the State of Tennessee):

(Contract Number)

a copy of which said Request for Proposals and Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principle to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this _____ day of _____, 19_____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

ATTACHMENT 9.10

**PROPOSAL FINANCIAL RESOURCES DOCUMENTATION
RFP # 316.11002**

PROPOSER SIGNATURE

DATE

FINANCIAL RESOURCE DOCUMENTATION	AMOUNT ¹	FINANCIAL STATEMENT PAGE REFERENCES ²
1) CURRENT ASSETS (cash, marketable securities, accounts receivable, and inventories)		
2) FIXED ASSETS (plant and equipment less depreciation)		
3) CASH		
4) INVENTORIES		
5) CURRENT LIABILITIES (accounts payable, short-term notes payable, current maturities of long-term debt, accrued income taxes, and other accrued expenses and wages)		
6) LONG-TERM DEBT		

¹ Amount as documented by the audited financial statement.

² References to audited financial statement pages where the subject amount may be confirmed. The amounts should be highlighted on the referenced pages of the audited financial statement submitted with the proposal in response to this RFP.

APPENDIX A

Tennessee Relay Center Monthly Summary Report Year 2000
--

Performance Data	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Total Call Volumes	72,781	69,802	72,832	69,952	75,550	73,803	78,486	77,523	70,837	71,241	71,210	74,153	878,170
Intrastate Call Volumes	65,997	63,471	66,487	64,027	69,293	67,866	72,226	71,126	64,991	65,170	65,446	68,127	804,227
Interstate Call Volumes	6,784	6,331	6,345	5,925	6,257	5,937	6,260	6,397	5,846	6,071	5,764	6,026	73,943
Call Types													
TDD Calls	60,348	58,588	61,346	58,468	62,879	62,001	66,739	65,237	59,595	59,335	58,966	61,750	735,252
Voice Calls	12,433	11,214	11,486	11,484	12,671	11,802	11,747	12,286	11,242	11,906	12,244	12,403	142,918
TDD Calls to Total (%)	82.74	83.62	84	83.13	83.09	83.81	84.67	83.9	83.92	83.09	82.46	83.01	83.45
Turbo Calls	1,413	7,792	8,963	7,354	7,944	8,800	8,754	9,852	8,456	9,476	7,884	7,824	94,512
Call Performance													
Avg. Length of Call (Min)	5.04	4.89	4.88	4.86	4.79	4.76	4.71	4.81	4.88	4.9	4.96	4.93	4.87

1220-4-2-.20 GROUNDED CIRCUITS.

- (1) On and after the effective date of those rules, no additional telephone lines shall be constructed as single wire with ground return. All existing grounded telephone lines shall be converted to non-grounded circuits.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.21 SELECTIVE RINGING.

Each telephone utility shall have as an ultimate objective the provision of full selective ringing.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.22 SWITCHING SERVICE.

- (1) Effective with the adoption(in of these rules, telephone utilities shall not provide additional switching service to lines which do not meet the technical criteria of these rules. Also, effective with the adoption of these rules, each telephone utility shall eliminate nonconforming switching service according to the following provisions:
 - (a) Upon conversion to dial service or any other plan approved by the Commission.
 - (b) All other shall be changed to company-owned stations within a period of five years.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.23 EMERGENCY OPERATION.

- (1) Each telephone utility shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm or acts of God, and each telephone utility shall inform employees as to procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of telephone service.
- (2) It is essential that. all central offices have adequate provision for emergency power. In offices without installed emergency power facilities, there shall be a mobile power unit available which can be delivered on short notice, and which can be readily connected.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.24 CONSTRUCTION WORK NEAR UTILITY FACILITIES.

Even though all contractors working in the vicinity of utility,- lines or structures are responsible for exercising due diligence in preventing damage to utility property or interruption to utility services, telephone utilities shall, when requested, furnish to contractors appropriate information concerning location of underground conduit, cable, etc., in order to prevent any interruption of service to telephone customers. Nothing in this rule is intended to affect the responsibility, liability, or legal rights of any party under applicable laws or statutes.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.25 PROVISIONS FOR TESTING.

Each telephone utility shall provide or have access to test facilities which will enable it to determine the operating and transmission capabilities of circuit and switching equipment, either for routine maintenance or for fault location.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.26 METER AND RECORDING EQUIPMENT TEST FACILITIES.

- (1) Each utility furnishing telephone service, where local exchange billing is based on the number and/or duration of messages shall provide the necessary facilities, instruments, and equipment for testing its metering or recording equipment. Any utility may be exempted from this requirement by the Commission.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.27 ACCURACY REQUIREMENTS.

- (1) All meters and/or recording devices used to record data and prepare customer's bills shall be in good mechanical and electrical condition, shall be accurately read and shall not involve approximations. All meters and/or recording devices shall accurately perform the following:
 - (a) For message rate service, where timing of length of message is not involved, the meter and/or recording device shall show accurately the number of completed messages sent by the station which it is measuring.
 - (b) For message toll service, the meter and/or recording device shall show accurately the number or calls and the time involved in each call and the station making such call.
 - (c) Where the recording equipment provides coded information that is used to automatically prepare customer bills, accurate interpretation of such coded information is required.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.28 ADEQUACY OF SERVICE.

- (1) Each utility shall employ engineering and administrative procedures to determine the adequacy of service being provided to the customer.

Authority: T.C.A. §65-2-102. *Administrative History:* Original rule certified May 9, 1974.

1220-4-2-.29 BASIC UTILITY OBLIGATIONS.

- (1) Each telephone utility shall provide telephone service to the public in its service area. Such service shall meet or exceed the standards set forth in Chapter 1220-2. Regulations for Telephone Companies.
- (2) Each telephone utility has the obligation of continually reviewing its operations to assure the furnishing of adequate service.
- (3) Where a telephone utility is generally operated in conjunction with any other enterprise, suitable records shall be maintained so that the results of the telephone operation may be determined upon reasonable notice and request by the Commission.

(Rule 1220-4-2-.29, continued)

- (4) Business office shall be so located and staffed that customers and the public will have convenient access to qualified personnel, including supervisory personnel where warranted, to answer questions relating to services and rates, accept and process applications for service, explain charges on customers' bills, adjust charges made in error and in general, represent the utility to the customer.
 - (a) Where one business office serves several communities toll-free calling to the business office from such communities shall be provided. By means of directory information or assistance, signs on company buildings and property, newspaper advertising or other methods necessary, the utility shall keep its customers and the public advised as to means of contacting the business office.
 - (b) Business office services will be available to the customers and the public during the normal hours of the normal work week, excluding holidays and at such other times as may be warranted by circumstances.
 - (c) It will be the responsibility of the utility to insure that qualified personnel, instructed to be courteous, considerate and efficient, are available to promptly serve those who contact the business office.
 - (d) The utility shall inform the customer of any service connection charge to be applied to his bill and the monthly charge for the service ordered, with the exception of business customers not requiring this information, prior to undertaking any action to furnish the service ordered. To customers inquiring about new service, the utility shall provide any information and assistance necessary to obtain service conforming to the customer's needs.

Authority: T.C.A. §§65-202, 65-2-102, 65-4-104, and 65-4-106. **Administrative History:** Original rule certified May 9, 1974. Amendment filed August 18, 1982; effective September 17, 1982.

1220-4-2-.30 TRAFFIC RULES.

- (1) Suitable practices shall be adopted by each telephone utility concerning the operating methods to be employed by operators with the objective of providing efficient and pleasing service to the customers.
- (2) Telephone operators shall be instructed to be courteous, considerate and efficient in the handling of all calls, and to comply with the provisions of the Communications Act of 1934 in maintaining the secrecy of communications.
- (3) All operator-handled calls shall be carefully supervised and disconnects made promptly.
- (4) When an operator is notified by a customer that he has reached a wrong number on a direct dialed call, the customer shall be given credit on his bill when the claim has been substantiated.

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule certified May 9, 1974.

1220-4-2-.31 TRANSMISSION REQUIREMENTS.

- (1) Telephone utilities shall furnish and maintain adequate plant, equipment and facilities to provide satisfactory transmission of communications between customers in their service area.

Authority: T.C.A. §§65-202, 65-2-102, 65-4-104, and 65-4-106. **Administrative History:** Original rule certified May 9, 1974. Amendment filed August 18, 1982; effective September 17, 1982.

1220-4-2-.32 PUBLIC TELEPHONE SERVICE.

- (1) The utility shall establish public telephone service at locations where the public convenience will be served. The Commission may direct installation of a public telephone where it is needed.

Authority: T.C.A. §§65-202, 65-2-102, 65-4-104, and 65-4-106. **Administrative History:** Original rule certified May 9, 1982. Amendment filed August 18, 1982; effective September 17, 1982.

1220-4-2-.33 INTERRUPTIONS OF SERVICE.

- (1) Interruptions occur, the utility shall re-establish service' with the shortest possible delay.
- (2) Arrangements shall be made to receive customer trouble reports 24 hours daily and to clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer and personal safety of utility personnel.
- (3) Each telephone utility shall maintain an accurate record of trouble reports made by its customers. This record shall include appropriate identification of the customer or service affected, the time, date and nature of the report, the action taken to clear trouble or satisfy the complaint, and the date and time of trouble clearance or other disposition. This record shall be available to the Commission or its authorized representatives upon request at any time within the period prescribed for retention of such records.

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule certified May 9, 1974.

1220-4-2-.34 SERVICE OBJECTIVES AND SURVEILLANCE LEVELS.

- (1) Certain measurements have been shown to be most important in determination of quality of telephone service. The results of these measurements may vary, however, depending on the size of the service area being measured, geography and demography of the service area, types of equipment operated by the telephone utility, season of the year (weather) and number of days in the month being measured. For these reasons, no single statistical standard can serve as a strict demarcation level between "good" and "poor" service for every company in Tennessee.
- (2) Accordingly, the Commission has established herein a set of criteria which is generally recognized as being on the one hand, measures of reasonable and economically attainable service, and on the other hand, levels of service which indicate a need for scrutiny of service and corrective action.
- (3) Each utility shall make measurements to determine the level of service for each item included in these rules to the extent feasible. In central offices of such size that recording equipment is not presently, or normally, installed for the purpose of measuring accurately such functions as dial tone speed and central office overflows, this rule does not mandate the installation of such measuring equipment. Each utility shall, however, make the necessary physical checks and observations in such offices to assure that levels of service on any of the items included herein are being maintained.
- (4) These rules require scheduled formal reports on a quarterly basis. In addition where continuing service problems are indicated by failure to meet surveillance levels and/or complaints in individual exchange areas, the Commission may require reports of investigation and corrective action be taken. If unreasonable hardship to a utility or to a customer results from the application of any rule herein prescribed, application may be made to the Commission for the modification of the rule or for temporary or permanent exemption from its requirements. The adoption of these rules by the Commission shall in no way preclude it from altering or amending them pursuant to applicable statutory procedures, nor shall the adoption of these rules preclude the Commission from granting temporary exemptions from its regulations in exceptional cases.

(Rule 1220-4-2-.34, continued)

Authority: T.C.A. §§65-202, 65-2-102, 65-4-104, and 65-4-106. **Administrative History:** Original rule certified May 9, 1982. Amendment filed August 18, 1982; Effective September 17, 1982.

1220-4-2-.35 INSTALLATION OF SERVICE

- (1)
 - (a) In any area where facilities are available, 85% of the utility's regular service order installations shall normally be completed within five (5) working days in exchanges of more than 3000 access lines. The intervals commence with the receipt of application unless a later date is requested by the applicant.
 - (b) In any area where facilities are available, 75% of the utility's regular service order installations shall normally be completed within five (5) working days in exchanges of less than 3000 access lines.
 - (c) Surveillance Level - In any reporting entity of less than 3000 access lines, completion of less than 75% within five (5) working days on a continuing basis indicates a need for investigative or corrective action.
 - (d) Surveillance Level - In any reporting entity of less than 3000 access lines, completion of less than 65% within five (5) working days on a continuing basis indicates a need for investigative or corrective action.
- (2) Ninety percent of the utility's commitments to customers in a Reporting Entity as to the date of installation of regular service orders shall be met excepting customer caused delays and acts of God.
 - (a) Surveillance Level-A continued rate or less than 88% indicates a need for investigative or corrective action.
- (3) A regrade order shall normally be filled no later than 30 days where facilities are available after the customer has made application for a different grade of service except where the customer requests a later date. In the event of the utility's inability to so fill such an order, the customer will be advised and furnished the estimated date when it will be available.
- (4) If the Commission finds an applicant and/or area should be served, viewing all the surrounding circumstances, it may direct that the company serve that area.

Authority: T.C.A. §§65-2-102, 65-4-104, and 65-4-106. **Administrative History:** Original rule certified May 9, 1974. Amendment filed August 18, 1982; effective September 17, 1982. Amendment filed March 31, 1987; effective June 29, 1987.

1220-4-2-.36 OPERATOR HANDLED CALLS.

- (1) All operator-handled calls shall be carefully supervised. Calls requiring timing shall be carefully timed.
- (2) Each utility shall maintain adequate personnel to provide an average operator answering performance as follows on a monthly basis:
 - (a) Ninety percent of toll and assistance operator calls answered within ten seconds (equivalent measurements may be used).

(Rule 1220-4-2-.36, continued)

1. Surveillance level - Answering time of less than 87% of calls within ten seconds (or equivalent measurement) on a continuing basis indicates a need for investigative or corrective action.
- (b) Eighty-five percent of calls to Directory Assistance answered within ten seconds (equivalent measurement may be used).
- (c) Surveillance Level-Answering time within ten seconds (equivalent measurement may be used) on less than 78% of calls to Directory Assistance on a continuing basis indicates a need for investigative or corrective action.
- (3) An "answer" shall mean that the operator is ready to render assistance and/or ready to accept information necessary to process the call. An acknowledgment that the customer is waiting on the line shall not constitute an answer

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule filed February 2, 1976; effective March 3, 1976.

1220-4-2-.37 LOCAL DIAL SERVICE.

- (1) Sufficient central office capacity and equipment shall be provided to meet the following requirements during the average busy season, busy hour.
 - (a) Dial tone within three seconds on 98.0% of calls.
 1. Surveillance Level-Dial tone within three seconds on less than 97.4% of calls on a continuing basis indicates a need for investigative or corrective action.
 - (b) Completion of 97% of local dialed calls without encountering an equipment busy condition(blockage).
 1. Surveillance Level When the comp]completion rate falls below 92% on a continuing basis investigative or corrective action should be initiated.

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule filed February 2, 1976; effective March 3, 1976.

1220-4-2-.38 DIRECT DISTANCE DIAL SERVICE.

- (1) Engineering and maintenance of the trunk and related switching components in the internal network shall be such as to permit attaining the following objective on properly dialed calls, during the average busy season. without encountering blockages or equipment irregularities.
- (2) DDD Calls by customer (incoming trunks) -98%.
- (3) Surveillance Level-96%.

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule filed February 2, 1976; effective March 3, 1976.

1220-4-2-.39 CUSTOMER TROUBLE REPORTS

- (1) Service shall be maintained in such a manner that the monthly rate of all customer trouble responses not exceed the following objective levels by reporting entity:
 - (a) Exchanges have 14,000 or more access lines - 6.0 per 100 access lines.
 - (b) Exchanges having 3,000 to 14,000 access lines - 6.5 per 100 access lines.
 - (c) Exchanges having less than 3,001 access lines - 9.5 per 100 access lines.
- (2) Surveillance Level - A customer 'trouble rate exceeding the monthly level shown below for three consecutive months in a reporting entity indicates a need for investigation or corrective action:
 - (a) Exchanges having 14,000 or more access lines - 7.0 per 100 access lines.
 - (b) Exchanges having 3,000 to 14,000 access lines - 7.5 per 100 access lines.
 - (c) Exchanges having less than 3,000 access lines - 11.0 per 100 access lines.

Authority: T.C.A. §§ 65-2-102, 65-4-104, and 65-4-106. **Administrative History:** Original rule certified May 9, 1974. Amendment filed August 18, 1982; effective September 17, 1982. Amendment filed March 31, 1987; effective June 29, 1987..

1220-4-2-.40 REPEALED.

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule certified May 9, 1974. Repealed by Public Chapter 440; effective July 1, 1985.

1220-4-2-.41 SAFETY PROGRAM.

- (1) Each utility shall adopt and execute a safety program. fitted to the size and type of its operations. As a minimum, the safety program should:
 - (a) Require employees to use suitable tools and equipment in order that they may perform their work in a safe manner.
 - (b) Instruct employees in safe methods of performing their work.
 - (c) Instruct employees whom, in the course of their work are subject to the hazard of electrical shock, asphyxiation or drowning, in acceptable methods of first aid.

Authority: T.C.A. §65-2-102. **Administrative History:** Original rule certified May 9, 1974.

1220-4-2-.42 MEASURED AND MESSAGE TELEPHONE SERVICE.

- (1) The marketing representative or other salesperson of every telephone company must explain the availability of all local exchange service options for residential service to each customer who requests new local, residential service or a change in the customer's existing local, residential service.
- (2) All advertising, promotional and informational materials regarding discounted or low use rates for one-party, local exchange service must contain an explanation of all available rates for discounted one-party, local service.